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AGREEMENT OF EMPLOYMENT

Agreement made this _____ day of _____, 19____, by and between Lockheed Aircraft Corporation, a California corporation with its principal place of business in Burbank, California, (hereinafter sometimes referred to as Employer), and _____ (hereinafter sometimes referred to as Employee), an individual residing at _____.

RECITALS

WHEREAS, the United States of America (hereinafter sometimes referred to as the Government) and Employer from time to time enter into contracts whereunder Employer supplies the Government the services of competent technicians respecting the maintenance and servicing of aircraft and other related services; and

WHEREAS, Employer desires to employ Employee for work respecting the assembly, disassembly, repair, maintenance and flight line servicing of aircraft and other related services, at such locations as the Government shall designate, in connection with Employer's performance under any such contract (the term "any such contract" being hereinafter sometimes referred to as the Government Contract); and Employee desires to accept such employment in accordance with the terms and conditions herein; and

WHEREAS, Employee understands that he may be called upon to render services hereunder at isolated locations outside the Continental United States; that working and living conditions at such locations may be difficult and rigorous in all respects; and that he will be serving with the armed forces of the United States in a civilian capacity and will therefore be subject to restrictions normally imposed upon civilian employees in a military organization, and may in certain contingencies be subject to discipline comparable to military discipline;

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual undertakings hereinafter contained, do hereby agree as follows:

SECTION 1. CONTINENTAL UNITED STATES

For the purpose of this Agreement the terms "Continental limits of the United States" or "Continental United States" shall be deemed to, and shall, include only the forty-eight states of the United States and the District of Columbia.

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SECRET**SECTION 2. EMPLOYMENT AND DUTIES**

Employer hereby employs Employee to render such services and perform such duties in connection with the performance of the Government Contract as Employer may direct or designate; and Employee accepts such employment with knowledge of the terms and conditions herein set forth and agrees throughout the term of this Agreement of Employment to give his exclusive time and attention to the diligent and faithful performance of such services and duties, and to abide by and be subject to all rules, regulations and requirements of Employer, its officers, agents and supervisory employees, as well as those of the United States Government, and all civil laws and regulations in effect from time to time at the place or places of duty where Employee may be assigned during the continuance of, and in connection with, Employee's employment hereunder. Employee further agrees to abide by all security rules and regulations applicable to this Employment. Wherever in this Agreement reference is made to directions, designations or instructions of Employer, such reference shall be deemed to include directions, designations, and instructions given to Employee by such representatives of the United States Government as Employer may specify.

SECTION 3. CANCELLATION OF PRIOR AGREEMENTS

If employee is presently employed by Employer under any agreement of employment, written or oral, the parties hereto agree that such agreement of employment will be canceled and terminated concurrently with the commencement of the term of this Agreement of Employment which shall be substituted in lieu of the agreement so canceled and shall set forth the terms and conditions of Employee's employment by Employer, provided however that if Employee at the time of execution of this agreement shall enjoy seniority with Employer, the execution of this Agreement and the completion of performance thereunder shall not, subject to any applicable collective bargaining agreement, deprive Employee of such seniority or of any rights that may accrue to him by reason thereof including without limitation the right to job opportunities upon expiration of the term of this Agreement and the right to participate in any retirement plan of Employer, in accordance with the requirements of said plan as they may be amended from time to time.

SECTION 4. TERM OF EMPLOYMENT

The term of Employee's employment hereunder shall commence on Monday, the _____ day of _____, 195____ and shall continue until the fourteenth day of November, 1958 unless terminated at an earlier date pursuant to one of the provisions of Section 16 hereof. Employer may by notice in writing to Employee extend the term of this agreement a maximum of four weeks beyond the fourteenth of November, 1958.

SECTION 5. AMOUNT, TIME AND MODE OF PAYMENT OF SALARY

(a) Beginning with the date the term of Employee's employment hereunder becomes effective as defined in Section 4 hereof entitled "Term of Employment" and until it shall expire under the provisions of Section 4 hereof or be terminated in accordance with Section 16 hereof, Employee shall be paid at a salary rate of _____ per week.

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(b) Employee shall designate in writing the portion of his salary which he desires paid to him at his place of duty while employed outside the Continental United States; such amounts to be paid in United States currency or its equivalent in currency of said place of duty at the legal rate of exchange at said place of duty. The balance, if any, of Employee's salary shall be deposited (less any lawful deductions) for the account and risk of Employee in a bank or trust company in the United States to be mutually agreed upon and designated by Employer and Employee, or, in the absence of such designation, in a member bank of the Federal Reserve System selected by Employer. The receipt therefor of such bank or trust company shall constitute conclusive evidence of payment to Employee.

(c) Salary payments shall be weekly or monthly as Employer may from time to time elect. Failure on the part of Employer to respond to the precise time and mode of payment of salary prescribed herein shall not be considered as a breach or default on the part of Employer in those cases in which such failure is the result of causes beyond Employer's control.

(d) Employee will not seek reimbursement from Employer for any foreign exchange loss that he may incur as a result of converting into foreign or American money any sums paid or payable to him under the terms of this Agreement of employment, and it is understood that the Employer shall be under no obligation to exchange foreign exchange or currency of any country into American currency or exchange.

(e) There shall be no restriction upon the number of Employee's work hours per day or the number of Employee's work days per week. The salary and compensation herein provided to be paid Employee is substantially in excess of that which Employee would receive for similar services rendered in the United States at the date hereof and includes compensation for any extra or overtime services to be performed, and Employee shall not be paid or compensated otherwise for services which ordinarily would be extra or overtime services.

(f) Except while on extended sick leave of five days or more or on vacation, the privilege of time off shall accrue to Employee at the rate of .4 (four-tenths) of a day for each day on duty in service under this Agreement. Such time off, however, shall be taken only at such times as Employer in its discretion shall designate.

(g) For the purposes of this agreement the terms "time off" and "days off" shall refer to those days which employee is free to spend as he wishes within the general framework of applicable rules and regulations and is not required to perform work or remain on standby to perform work. All other time (except vacation and extended sick leave as defined in Section 8 hereof), including time spent in travelling in the fulfillment of this agreement shall be "days of duty".

(h) Time off can be taken only in an area of the world evaluated as zero in the Standardized Regulations for Government Civilians in Foreign Areas unless the employee specifically requests and Employer concurs in the request that time off be taken in a differently rated area. In this event, no Area Differential (per Section 7 (c) hereof) will be paid for such days taken as time off.

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(i) When Employee is assigned to work in an area of the world carrying a higher differential rating than zero, it is the responsibility of Employer to provide transportation to Employee at no cost to him to an area of the world carrying a differential rating of zero for the purpose of taking time off. Time involved in travel will be counted as time on duty except that the day of arrival at the place time off is to be taken will count as a day off and the day of departure will count as a day of duty regardless of the hour of arrival or departure. Travel delays not caused by employee shall constitute days of duty under this agreement.

(j) It is intended that time off will be provided on a regularly recurring basis and that no more than 30 calendar days will elapse between each such period of time off. Operational requirements and other emergency conditions may prevent this, however, and in the event as many as 40 calendar days elapse without time off having been provided employee, special considerations will prevail. Starting with the first (forty-first) consecutive day of duty (excluding periods of sick leave of five days or more) without a day off as defined in article (g) above, employee will accrue 1 (one) full day of time off in lieu of .4 (four-tenths) of a day for each day of duty hereunder until such time as he receives a minimum of five days of time off.

(k) For the purposes of this Agreement, the seven authorized holidays shall be New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. These days will normally be taken as days off at the place of duty but will count as days of duty for the purposes of this contract. In the event Employee is assigned to duty on an authorized holiday, a day will be added to his accrued days off after all other calculations have been completed.

(l) Accumulated time off not permitted to be taken prior to the normal expiration or termination of this Agreement shall then be permitted, and, to the extent thereof, shall extend the term of this Agreement. Days off shall not be earned during time off taken within the framework of this paragraph.

SECTION 6. SUBSISTENCE

At all times during the term of this Agreement, including such time taken as days off, Employer will pay or cause to be paid to Employee a Per Diem Allowance on the same basis as paid to Government civilian employees assigned to the same project and area. Employer will provide or cause to be provided Employee's food and housing at the same cost to Employee as Military Officer and Civilian personnel assigned to the same project and area. No per diem will be paid during any period of time spent as Vacation time wherever taken. No per diem will be paid during any period of sick leave taken after employee has been returned to Burbank.

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SECTION 7. OVERSEAS DIFFERENTIAL

(a) In consideration of Employee's entering into this Agreement for the performance of Service at isolated locations outside the Continental Limits of the United States, Employer agrees to pay to Employee at specified intervals of continuous and satisfactory service hereunder an Overseas Differential. This Overseas Differential will be composed of two parts, named for the purposes of this agreement the Basic Overseas Differential and the Area Differential. 25X1A

(b) The Basic Overseas Differential shall amount to [REDACTED] per week of service under this Agreement (excluding vacation period as outlined in Section 8 hereof).

(c) The Area Differential will be determined by the locality in which the Employee is assigned to work. The differential rate for the assigned area as specified in the Standardized Regulations for Government Civilians in Foreign Areas (as it may be amended from time to time) shall be used as the guide in establishing the daily Area Differential pay under this agreement.

Where differential rate in
Standardized Regulations is
Called out for an area as:

Overseas Area Differential
for each day of duty in
such area will be:

-0-	.....	[REDACTED]	25X1A
5%	.....	[REDACTED]	
10%	.....	[REDACTED]	
15%	.....	[REDACTED]	
20%	.....	[REDACTED]	
25%	.....	[REDACTED]	

(d) Unless this Agreement is terminated earlier pursuant to Section 16 hereof, this Overseas Differential (both Basic and Area differentials) will be paid to employee according to the following timetable of continuous and satisfactory service:

(1) At the end of 26 weeks, the Overseas Differential earned during the first 13 weeks shall be paid.

(2) At the end of 39 weeks, the Overseas Differential earned during the second 13 weeks shall be paid.

(3) At the time this Agreement expires, all remaining Overseas Differential earned during the 27th and subsequent weeks shall be paid.

(4) In the event of termination of this Agreement according to the terms of Articles (c) or (d) of Section 16 hereof, Employee shall receive all Overseas Differential not yet paid at the time of such termination.

(5) In the event of termination of this Agreement according to the terms of Articles (a) or (b) of Section 16 hereof, Employee shall not receive any part of any remaining Overseas Differential not yet paid at the time of such termination. He shall, however, be entitled to retain any Overseas Differential already paid him according to the schedule outlined above for such payments.

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SECTION 8. VACATION AND SICK LEAVE

(a) **Vacation:** During the term of this agreement, Employee shall accrue vacation with pay at the rate of one week for each thirteen weeks of continuous and satisfactory service hereunder, such vacation to be taken at the expiration of this agreement, or its termination under Article (c) of Section 16 hereof. No part of the Overseas Differential or Per Diem will be paid during this vacation period.

(b) **Sick Leave:** In the event of sickness, Employee shall be entitled to paid sick leave as determined by Employer and expressed in Employer's Industrial Relations Directives governing Salaried Employees. During periods of paid sick leave overseas, Employee shall be entitled to his regular pay and Per Diem. Both Basic Overseas Differential and Area Overseas Differential shall apply during such periods of paid sick leave. During periods of a full calendar week or more of paid sick leave within the Continental limits of the United States, no overseas differential will be paid, and after employee's return to Burbank, no per diem will be paid. In cases of extended sick leave of five or more consecutive days of illness, time off will cease to accrue with the last day prior to the start of the sick leave period, and shall not again begin to accrue until the sick leave period is over and the man is released for duty.

SECTION 9. TRANSPORTATION

(a) In reporting for and rendering services during his employment hereunder, and in traveling to and from his place or places of duty hereunder, Employee consents to travel by land, sea and air, according to routes and by any mode of conveyance which Employer may specify, and, when so directed by Employer, whether upon completion or termination of Employee's employment hereunder or otherwise, Employee agrees to return to the United States without delay by such route and means as Employer may designate.

(b) Except as herein otherwise provided, and subject to the rules and regulations prescribed in respect thereof by Employer, Employer shall furnish or cause to be furnished to Employee, transportation while Employee is traveling on Employer's business.

(c) Employee shall comply with all applicable customs, laws and regulations of the countries from, to, or through which Employee or any of his property may be transported.

SECTION 10. PASSPORTS AND PREPARATION FOR TRAVEL

(a) This Agreement is predicated upon satisfactory proof furnished by Employee that he is a citizen of the United States of America and upon his ability to secure necessary passports, visas and such other permits as may be necessary to authorize his departure and absence from the United States, and entrance into and stay in such foreign countries as may be necessary, to pass such physical examination, and to submit to such disease immunization, finger-printing, and to comply with other regulations as may be required by proper authority or by Employer.

(b) If Employee is so qualified, Employer shall assist Employee in obtaining the necessary passports, travel permits and visas, for Employee without cost to him.

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SECTION 11. PERSONAL TOOLS AND OTHER PROPERTY OF EMPLOYEE

(a) Employee shall provide and maintain a full set of personal tools which shall be adequate, in the opinion of Employer, for the normal requirements of his duties.

(b) If Employer shall determine on the basis of information satisfactory to it, supplied by Employee, that Employee has in the course of his employment hereunder and without his fault or negligence suffered loss of his tools or other personal effects in transit or at the place of his duty hereunder, Employer may in its discretion pay Employee such amount, not to exceed \$500.00, as in the opinion of Employer will reasonably compensate Employee for such loss. Losses amounting to less than \$50.00 will not be considered.

SECTION 12. MEDICAL SERVICES

Employee shall submit to such physical examinations, vaccinations and inoculations as Employer shall direct from time to time and at no expense to Employee. Employer will, to the extent that facilities, equipment and personnel available to it at Employee's place of duty hereunder permit, cause to be provided at no expense to Employee, such medical, dental, surgical, nursing and hospital treatment, preventative or curative, as medical examiners appointed by Employer at Employee's place of duty may from time to time determine to be necessary or desirable. Employee for security reasons shall not elsewhere seek or undergo any medical, dental, surgical, nursing or hospital treatment, whether preventative or curative, without securing prior approval of said medical examiners; and failure to comply with this requirement will be cause for immediate termination of employment within the meaning of Paragraph (a) of Section 16.

SECTION 13. ADDITIONAL BENEFITS AND ALLOWANCES

(a) Employee may be required to wear such uniform or special clothing as may be prescribed by the Government. When a uniform or special clothing is prescribed, Employer will cause it to be provided without charge, but the expense of its maintenance shall be borne by Employee.

(b) Employer will, to the extent that facilities, equipment and personnel available to it permit, provide at the same cost charged Military Officer and Civilian personnel, food, lodging, recreational, laundry, dry cleaning and sales store facilities.

SECTION 14. COMPENSATION FOR DEATH OR DISABILITY

(a) Employee shall be covered by Workmen's Compensation insurance.

(b) In the event that Employee is taken prisoner or is otherwise detained by a hostile force or the force of any power not allied with the United States in a common military effort, Employer shall continue to pay Employee his salary during such detention. The period of such detention shall be construed to include the period until Employee is returned to his place of duty, or to the United States, or death is established by a finding by the Federal Security Administrator or other Federal body having jurisdiction or by other evidence satisfactory to the United States Government or death can legally be presumed to have occurred. If Employer pays salary as provided in this paragraph during any period in which Employee or his beneficiaries are entitled to benefits under Workmen's Compensation insurance any benefits so payable for such period shall be a part of, and not in addition to, the salary thus paid.

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(c) Employer has in effect and will endeavor to maintain for the benefit of the Employees a participating Group Insurance Plan provided that the number of Employees required by such Plan shall participate therein. Failure or inability on the part of Employer to maintain such a plan, however, shall not subject it to any liability or responsibility hereunder.

(d) Group Accident Insurance will be provided by Employer for Employees for death or dismemberment while engaged under this Agreement. Such insurance shall provide for dismemberment benefits and a death benefit of \$25,000.00 subject to the conditions and exclusions of the policy.

(e) It is understood and agreed that if any Insurer providing insurance under the terms of this Section 14, fails to pay claims arising thereunder for any reason whatsoever, Employer will not be liable for the payment of such claims.

(f) In the event of the death of Employee while outside the Continental limits of the United States during the term of this Employment Agreement, Employee authorizes Employer to make appropriate disposition, as shall be deemed best by it under the prevailing circumstances, of the body and personal effects of Employee.

SECTION 15. TAX PROTECTION

Employer will reimburse Employee for the excess of income taxes paid by him as a result of his foreign assignment over the sum of United States and California (or other state in which Employee was domiciled prior to his departure from the continental United States hereunder) income taxes for which he would have been liable as a resident of and working in the United States earning the same salary (assuming no other income), provided (1) Employee gives Employer written notice of any liability for foreign tax on his income, (2) Employee makes no payments of such liability without written approval of Employer, and (3) Employee gives Employer written notice and claim for reimbursement of any payment so authorized within thirty (30) days after the date such payment is made. Such reimbursement will be based upon computations of tax liability on salary paid Employee by Employer and approved by Employer as having been made in accordance with established policy, and in any event such reimbursement to Employee shall not exceed that which would have been payable had Employee availed himself of the most advantageous basis for deduction and/or tax credit after giving consideration to the foreign tax paid.

SECTION 16. TERMINATION

Termination of this agreement can occur under any of the following broad categories of conditions:

- Discharge for Cause
- Quit
- Surplus or completion
- Death

Under any condition of termination, Employer will provide return transportation to Burbank, California at no expense to Employee and Employee agrees to return as directed. Each of the broad categories of termination is further outlined below:

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(a) Discharge for Cause. Employer may by notice in writing or by telegram or cablegram terminate Employee's employment and his right to receive further salary and other benefits hereunder and rights to job opportunities upon return to Burbank;

(1) If Employee, in the opinion of Employer, is not trustworthy, careful, or is otherwise disqualified to render the services required hereunder, or does not abide by all rules, regulations and requirements of Employer, its officers, agents and supervisory employees as well as those of the United States Government or foreign governments.

(2) If Employee, in the opinion of the medical examiner or examiners designated or approved by Employer, is found to be afflicted with any venereal disease.

(3) If Employee violates any of the provisions of this Agreement or fails to perform faithfully and diligently the services and duties required of him hereunder.

(4) If Employee in any respect fails to meet the standards or requirements of Employer or the United States Government for overseas service.

(5) If the performance or the personal conduct of the Employee is unsatisfactory to Employer or the United States Government; or if the United States Government has objected to the continued employment of Employee.

(b) Quit. In the event that Employee terminates his employment hereunder voluntarily, he shall not from and after such termination be entitled to any salary or other benefits, including the benefits of job opportunities upon return to Burbank.

(c) Surplus or Completion. Employer may further by notice in writing or by telegram or cablegram terminate Employee's employment under this Agreement, without cause under any of the following circumstances:

(1) Upon or after completion of the Government Contract.

(2) Upon or after termination by the Government of the Government Contract, in whole or in part.

(3) Upon or after completion of Employee's performance under this Agreement as determined by Employer.

(4) If, in the opinion of Employer, the performance provided for in this Agreement not having been completed or terminated, the services of Employee are no longer required hereunder.

(5) If Employee shall be inducted into or recalled to active duty (as distinguished from voluntarily entering) in the armed forces of the United States.

(6) If Employee, in the opinion of a medical examiner appointed by Employer, shall be determined to be sick or incapacitated to such extent that he should be removed from his place of duty.

(7) If, in the opinion of Employer (supported by concurrence of the United States Government) an emergency condition of serious illness or death in Employee's immediate family exists warranting his immediate release from this Agreement and return to Burbank, California.

Upon termination by Employer under this paragraph, (c), Employer shall make available to Employee return transportation to Burbank, California, and Employee shall be entitled to receive his salary until he is so returned and this contract can be terminated as early as its terms permit.

(d) In the event that Employee's employment hereunder is terminated by his death, the amounts due and payable by Employer to Employee hereunder, including without limitation the amount of his overseas differential pursuant to Section 7 hereof, shall be deposited to his account in the bank designated pursuant to paragraph (b) of Section 5 hereof.

(e) Under any termination any part of a week of service under this agreement at the time of its expiration shall be considered a full week.

SECTION 17. SECRECY AND SECURITY

Concurrently with the execution of this Agreement, Employee has executed a Secrecy Agreement. Employee recognizes that strict maintenance of security is of the utmost importance and that failure to comply strictly with all security requirements of the United States Government will subject him to severe punishment.

SECTION 18. SEPARABILITY OF CONTRACT TERMS

In the event that any one or more of the provisions of the Agreement shall, for any reason whatsoever, be held by competent authority to be invalid or unenforceable, such particular provision or provisions shall be deemed to be separable from the remainder of this Agreement; and all of the remaining provisions, terms and conditions of this Agreement shall continue in full force and effect and be binding upon the parties hereto, in the same manner as if the severed provision or provisions had never been included herein.

SECTION 19. MISCELLANEOUS

This Agreement of Employment constitutes the entire agreement between the parties hereto relating to the subject matter hereof and the provisions thereof shall be construed and interpreted solely in accordance with the Laws of the State of California. It is specifically agreed that Lockheed Aircraft Corporation may assign its rights and delegate its duties under this Agreement of Employment or subsequent Agreements requiring the services of Employee to any Lockheed Aircraft Corporation organization, affiliate or subsidiary, and that Lockheed Aircraft Corporation may delegate said duties or any of them to representatives of the United States Government. It is expressly understood and agreed, however, that this Agreement of Employment does not create any employer-employee relationship between the Government and Employee, nor does it entitle Employee to any benefits incidental to Government employment. It is further agreed that no assignment of rights under this Agreement of Employment or subsequent agreements requiring the services of Employee shall be made by Employee without the written consent of Employer. Unless this Agreement of Employment is executed on behalf of Employer by an officer or authorized representative thereof, it shall not become binding.

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SECTION 20. CERTIFICATION BY EMPLOYEE

The Employee certifies to Employer that he has read the foregoing Agreement and that he fully understands its terms and conditions, and further certifies that the foregoing terms and conditions constitute his entire agreement with the Employer, and that no promises or understandings have been made other than those stated above, and it is specifically agreed by the parties hereto that this Agreement shall be subject to modification only by written instrument signed by both Employer and the Employee.

No promises or representations of any kind have been made to the Employee regarding exemption from payment of the United States or any other income tax.

IN WITNESS WHEREOF, Employer has caused this Agreement to be executed in duplicate in the City of _____, State of _____, by its officer or other person thereunto duly authorized and its corporate seal to be affixed hereto, and Employee has executed the same, in duplicate, the day and year first above written.

LOCKHEED AIRCRAFT CORPORATION

Witness to Signature of Employee

By _____

Employee

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